

FLS Project & Chartering Ltd. Bill of Lading Terms and Conditions

1. Definition
"Merchant" includes the charterer, the shipper, the receiver, the consignee, the holder, the duties of the Bill of Lading, the owner of the cargo and any person entitled to possession of the cargo.

2. Notification
(a) Should the Carrier anticipate that, for whatever reason, the vessel will not be ready to load the cargo by the end of the shipping period, it will notify the Merchant thereof without delay stating the expected date of the vessel's readiness to load and asking whether the Merchant will exercise its option of cancelling the cargo or agree to a new shipping period.
(b) The Merchant may exercise its option within 48 running hours after the receipt of the Carrier's notice. If the Merchant does not exercise its option of cancelling, then the new shipping period shall commence.
(c) The provisions of sub-clause (b) of this clause shall operate any time the Carrier requests amendment of the shipping period.
(d) All notices of arrival are given in good faith, weather and unforeseen circumstances permitting, and without guarantee.

3. Liability under the Contract
(a) Unless otherwise provided herein, the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this Contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply. In respect of shipments to which there are no such enactments compulsorily applicable, the terms of Articles I-VIII inclusive of said Convention shall apply. In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on 23rd February 1968 ("The Hague-Visby Rules") apply compulsorily, the provisions of the respective legislation shall be considered incorporated in this Bill of Lading. Where the Hague Rules or part of them or the Hague-Visby Rules apply to carriage under this contract, the applicable rules, or part of them, shall likewise apply to the period before loading and after discharge where the Carrier (or his agent) has custody or control of cargo. Unless otherwise provided herein, the Carrier shall in no case be responsible for loss of or damage to deck cargo and/or live animals. The Protocol signed at Brussels on 21 December 1979 (the "SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.
(b) The Carrier shall under no circumstances be liable for consequential damages or losses including damages for delay and/or truck or rail or barge damage or detention of any kind. In the event that the Carrier is held to be liable for damage or loss other than damage to the cargo, such liability shall in any event be limited to the freight covered by this Bill of Lading or to the limitation amount determined by sub-clause 3(a) or Special Clause B, whichever is lesser.
(c) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the cargo under sub-clause 3(a) or, if applicable, the Special Clauses.
(d) The Carrier shall be found liable for damage to or loss of deck cargo, then the limitations applicable in the trades delineated in clause 3(a) above shall apply.

4. Law and Jurisdiction
Except as provided elsewhere herein, any dispute arising under or in connection with this Bill of Lading shall be referred to arbitration in London. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) terms. The arbitration Tribunal is to consist of three arbitrators, one arbitrator to be appointed by each party and the two so appointed to appoint a third arbitrator. English law is to apply.

5. The Scope of Carriage
(a) The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the including bunkering, loading, discharging or other cargo operations and maintenance of vessel and health and safety of the crew. The Carrier shall have the liberty of resending the cargo and loading and discharging other cargoes for the account of other Merchants for ports enroute or not enroute.
(b) Any deviation, change in discharge port or time lost due to environmental hazards or due to avoidance of same to be for Merchant's account and such deviation shall not be considered unjustified.

6. Substitution of Vessel
The Carrier shall be at liberty to carry the cargo or part thereof to the port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.

7. Transhipment
The Carrier shall be at liberty to tranship, land and store the cargo either on shore or afloat and reship and forward the same to the port of discharge at Carrier's expense but at Merchant's risk.

8. Lightering
Any lightering in or off ports of loading or ports of discharge to be for the risk and account of the Merchant.

9. Liability for Pre- and On-Carriage
When the Carrier arranges pre-carriage of the cargo from a place other than the vessel's port of loading or on-carriage of the cargo to a place other than the vessel's port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the port of loading and the port of discharge even though the freight for the whole carriage has been collected by him.

10. Loading and Discharging
(a) Loading and discharging of the cargo shall be arranged by the Carrier or his Agent unless otherwise agreed or noted herein.
(b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging.
(c) Loading and discharging may commence without prior notice.
(d) The Merchant or his Agent shall tender the cargo when the vessel is ready to load and as fast as the vessel can receive, including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to tender the cargo when the vessel is ready to load or fails to load as fast as the vessel can receive the cargo, the Carrier shall be relieved of any obligation to load such cargo, the vessel shall be entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for deadfreight and/or any other charges, losses, costs and expenses incurred by the Carrier and in addition the Merchant shall be liable to pay the Carrier detention at the rate USD 30,000 per day per port, payable day by day (or such other sum as is stated on the face of the Bill of Lading) for the period of any delay.
(e) The Merchant or his Agent shall take delivery of the cargo as fast as the vessel can discharge including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to take delivery of the cargo, the Carrier's discharging of the cargo shall be deemed fulfillment of the contract of discharge. Should the cargo not be applied for within a reasonable time, the Carrier may sell the same privately or by auction.
(f) If the Merchant or his Agent fails to take delivery of the cargo as fast as the vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier and in addition, the Merchant shall be liable to pay the Carrier detention at the rate USD 30,000 per day per port, payable day by day (or such other sum as is stated on the face of the Bill of Lading) for the period of any delay. All delivery takes place at the end of the vessel's hook unless otherwise specified.
(g) If total detention accumulated at all ports exceeds 30 days, at Carrier's option Carrier may charge Merchant detention at the market rate commencing on the 31st day of detention.
(h) The Merchant shall be responsible for providing all necessary equipment for loading, discharging and weight spreading, including special dunnage, spreader bars, lifting frames, slings, cradles and saddles.
(i) Securing of the cargo to be accomplished to Master's satisfaction. The time and expense of additional cargo securing by the Merchant or Master's responsibility to be for Merchant's account.
(j) The Merchant shall accept his reasonable proportion of unidentified loose cargo.
(k) At the Loading Port and Discharging Port, cargo shall be received and delivered under hook and alongside the Vessel by and at the risk and expense of the Merchant. Cargo shall always be received and delivered within reach of the Vessel's gear and in the sequence as directed by the Master or the Carrier's port captain.
(l) Cargo to be carried on terms liner infree out, free liner out, free infree shall be loaded and/or discharged (as directed) by the Merchant or Master's responsibility to be for Merchant's account. The Merchant shall be liable to the Carrier for the negligence of the stevedores whom the Merchant shall appoint. Unless otherwise stated, demurrage shall be USD 30,000 per day per port and payable day by day. For cargo carried on COD (customary quick dispatch) terms all time shall count day and night, weekend and holiday when stevedores work or could have worked even outside ordinary working hours or on overtime.
(m) If cargoes are agreed to be carried free in, Merchants must provide Carrier with full loading, lashing and securing plans as early as possible and latest 48 hours prior to estimated time for the commencement of loading for Carrier's approval with respect to assessment of and securing the vessel's seaworthiness. If Carrier cannot approve, then all time required for Merchant to revise the plans until the Carrier approves the plans as to sea-worthiness to be for Merchant's account with Merchant to be liable for any associated and additional costs. If Merchant does not submit acceptable plans within the agreed laytime, the Carrier may sail without further notice and the cargo and Merchant to be liable for deadfreight and any losses suffered by the Carrier, hereunder further loss of time, expenses and delay.
(n) Notice of Readiness may be tendered on arrival, at any time, day or night, all weekend days and whether in port or not, whether in berth or not, whether customs cleared or not, whether in free pratique or not. Notice of Readiness shall be considered valid (1) in regard to all cargo to be loaded at or destined for the port, and (2) when tendered, and time to count accordingly.
(o) Detention shall be considered liquidated damages only covering hire of the vessel, in-port bunkers costs and regular port expenses. The Carrier is entitled to claim from the Merchant any other expenses whatsoever caused by such detention in and/or off the port.
(p) Should the vessel not be able to berth for any reason including congestion after 48 hours after arrival at or off the port, the Carrier has the option to sail the vessel and cancel this contract. If the terms are Free In or Merchant's or Shipper's berth, the Merchant shall own deadfreight. Should for any reason the vessel be unable to discharge the cargo within 5 days of arrival at or off the discharge port, the Carrier shall be at liberty to deviate to any other port whatsoever and discharge the cargo at the Merchant's expense and such alternative discharge shall be deemed fulfilment of the contract of discharge.
(q) If the Carrier agrees to ship-to-ship or ship-to-barge operations, the Merchant shall be responsible for providing appropriate fenders on his account and shall indemnify the Carrier against any and all consequences arising out of operations including but not limited to damage to the Vessel and other costs and expenses incurred as a result of such damage, including any loss of hire; damage to or claims arising from other alongside vessels, equipment, floating cranes or barges; loss of damage to cargo; and pollution.

11. Freight, Deadfreight, Charges, Costs, Expenses, Duties, Taxes and Fines
(a) Freight, whether paid or not, shall be considered as fully earned and due upon loading and non-returnable in any event. Unless otherwise specified, freight and/or charges under this Contract are payable by the Merchant to the Carrier on demand. Interest of 8 per cent above the official dealing rate of the Bank of England (the base rate) as announced in the London Official Interest Rate Sheet (15) day after the freight, demurrage, detention, deadfreight, breach of contract damages, liquidated damages, any damages assessed under Clauses 11(h) and (i) and/or other charge whatsoever becomes due and owing.
(b) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing on board, repairing damage to and replacing of packing due to excepted causes, and any extra hand-lifting of the cargo for any of the aforementioned reasons. The Merchant shall be specifically liable for all costs, expenses, losses and liabilities incurred due to non-approved or contaminated or infested damage supplied by Merchant including all costs of transporting the cargo to another port, if required.

(c) The Merchant shall be liable for any dues, duties, taxes and charges that under any denomination may be levied, inter alia, on the basis of freight, weight or measurement of cargo or tonnage or classification of the vessel including all Suez or Panama Canal charges.
(d) The Merchant shall be liable for all fines, penalties, costs, expenses, damages and/or losses that the Carrier, vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.
(e) Payments, including partial payments made pursuant to this Contract are with prejudice, nonreturnable, and will be credited to the amount due. Acceptance of a partial payment under no circumstances waives the full amount due and owing.
(f) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim additional freight, losses and expenses. Additional freight shall be determined as agreed freight amount divided by agreed volume of cargo in weight measurement and times additional volume of the cargo in weight measurement. Notwithstanding aforementioned provision, if the Carrier could not load cargo belonging to other Merchants because of the incorrect declaration, the Merchant shall indemnify the Carrier from any losses and expenses whatsoever caused by the incorrect declaration. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified.
(g) Any additional insurance premium charged by vessel's underwriters for breaching trading limitations (NL) or war risk exclusions to be for Merchant's account. Any extra insurance procured (including war risks) or costs incurred for protest vessel, crew, and cargo against risk of piracy, rebels or terrorists shall be paid by Merchants upon request of Carrier.
(h) In the event that the Merchant fails for whatever reason to tender or load the cargo or part thereof, or if it is apparent that the Merchant will not load and/or is in repudiation breach of the contract, the Carrier shall be entitled to damages and/or deadfreight in respect of the cargo not loaded and such damages/deadfreight shall be considered liquidated damages and quantified on the basis of the applicable freight rate, less stevedoring and port costs saved as a consequence. The Carrier shall not be required to call the loadport in order to be entitled to damages and/or deadfreight under this paragraph. If the vessel has arrived at the loadport but the cargo or part thereof is unavailable to be loaded for whatever reason, the Carrier may, at the Carrier's election, leave after 24 hours without further notice and deadfreight shall be due for the cargo not loaded. Should the vessel arrive in the discharge port and freight, detention or other charges are due to the Carrier, or the Merchant cannot take delivery of the cargo for whatever reason, the Carrier shall be at liberty to deviate to any other port whatsoever after 48 hours of arrival at or off the discharge port and there discharge the cargo at the Merchant's expense and such alternative discharge shall be deemed to be fulfillment of the contract of carriage.
(i) Where the Merchant has contracted to tender for shipment a minimum quantity of cargo to be carried in a number of shipments over a fixed period and fails to tender for shipment the minimum amount of cargo as specified by the end of the fixed period, the Carrier shall be entitled to deadfreight on the cargo not shipped ("the Shortfall") notwithstanding any other claims for delay/demurrage. Deadfreight shall be calculated on the Shortfall on the following basis. The Shortfall shall be the difference between the actual quantity of cargo shipped ("Actual Shipped cargo") and the minimum quantity as set out in the agreement between the Merchant and the Carrier. The freight payable by way of deadfreight shall be the freight figure stated in the contract between the Carrier and the Merchant less stevedoring and port costs saved as a consequence. Where the freight figure varies depending upon the amount of cargo shipped on any one vessel, the Shortfall shall be deemed carried in one parcel and deadfreight shall apply to the one parcel whether such parcel was capable of being carried as one parcel or not. The deduction of port costs and stevedoring costs saved shall be the port costs and stevedoring costs of the Shortfall based on the average of the port costs and stevedoring costs incurred by the Carrier in performing the carriage of the Actual Shipped cargo (or Carrier's estimate if no cargo shipped).

12. Lien
The Carrier shall have a lien on all cargo for any amount due (including freight, detention, demurrage, and other costs or expenses) under this Contract and other contracts between the Merchant and the Carrier and costs of recovering the same (including attorney's fees) and shall be entitled to sell the cargo privately or by auction to satisfy any claims or liens at the specified discharge port or other port.

13. General Average and Salvage
(a) General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1994, or any modification thereof, in respect of all cargo whether carried on or under deck. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute to the General Average. Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the cargo. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to strangers.
(b) If the Carrier decides not to declare General Average for whatever reason and the nature of the event was similar to one for which General Average could have been declared the Carrier shall be entitled to reimbursement of his expenses from the Merchant on a pro rata basis of the cargo on board.

14. Incorporation of BIMCO Clauses
The following BIMCO Clauses are hereby incorporated: Both to Blame Collision Clause (to remain in force even if unenforceable in the courts of the United States of America), the New Jason Clause, both published by BIMCO (www.bimco.org).

15. Government Directions, Aggravation of Performance
(a) The Master and the Carrier shall be at liberty to comply with any order or directions or recommendations in connection with this contract on transport of this cargo by any government or authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.
(b) Should it appear that the performance of the transport including loading and/or discharging, transiting any port or waterway, natural or artificial, would become aggravated, delayed, disadvantageous, prohibited or impossible and that the performance stated above would expose the vessel and/or the crew and/or the Carrier and/or any having a legitimate interest in the vessel and/or any cargo on board to a danger or risk and/or that that any such aggravation, delay, disadvantage, prohibition, exposure, danger or risk has increased and is caused by or contributed to by or related to either (i) the performance of the transport, or any kind whatsoever, or (ii) the performance of the transport, or any kind whatsoever such as or including, but not limited to, any war or warfare, operation, violence, piracy, strike, labour troubles, blockade, lookout, damage, destruction and sanction, or (2) natural forces of any kind whatsoever such as or including, but not limited to, earthquake, rogue wave, landslide, flooding, drought, storm, frost, ice, or (3) disease, contagious or infectious, quarantine or any other restriction, aboard or ashore, of any kind and extent whatsoever the Carrier and/or the Master in their absolute discretion shall be at liberty (i) not to call the port/place of loading and/or (ii) if the vessel has arrived the port/place of loading not to load the cargo and/or (iii) to refuse to load or to proceed in a conveyance or a joint sailing with other vessels and/or (iv) to choose an alternative, non-direct route and/or (v) to incur waiting time at any port, place or waterway, natural or artificial, and/or (vi) to choose to pay additional or increased charges, and/or (vii) to discharge the cargo at the port/place of loading or any other safe and convenient port/place, and/or (viii) any other measure whatsoever the Carrier deems appropriate in resolving the aggravation, delay, disadvantage, prohibition, exposure, danger or risk.
(c) In case of number (i) and (ii) the Carrier shall nominate an alternative safe port/place within 48 running hours after receipt of the Carrier's notice, failing the Carrier shall be entitled to deadfreight as liquidated damages calculated pursuant to clause 11(h) or 11(i). In case the performance or part thereof becomes prohibited, impossible or sanctioned the Carrier shall be entitled to deadfreight as liquidated damages calculated pursuant to clause 11(h) or 11(i). In case of number (iii), (iv) and (v) the Merchant shall pay compensation for the consequent increase in time and/or waiting time in accordance with the agreed detention rate plus additional bunkers plus any additional costs. Where number (vi) is exercised, Merchant shall also pay compensation for additional or increased charges. Where number (vii) or (viii) is exercised the Merchant shall also pay any additional charges or costs incurred in discharging the cargo and exercising the measure respectively.
(d) The discharge, under the provisions of this clause, of any cargo shall be deemed fulfilment of the contract of carriage.
(e) Carrier shall not be responsible for damages, delays or cancellations related to any of the reasons stated above under (1), (2) and (3).

16. Canals and Waterways
Merchant acknowledges that the freight paid or to be paid under this Contract assumes that the vessel will travel through waterways, natural or artificial, including the Panama Canal and the Suez Canal, ("Waterway") where such transit is the shortest and/or most convenient route to the discharge port. Merchant acknowledges that there is a risk that any such Waterway may be blocked, closed or that the vessel may encounter significant delay (more than 72 hours of waiting time) at such Waterway or that a transit of such Waterway may be possible at significantly increased costs only. In such event or reasonably anticipated event, at the Carrier's absolute discretion, (i) the vessel may wait at or off the Waterway, and/or (2) the vessel may sail such alternative route as the Carrier deems suitable, and/or (3) the Carrier may choose to pay increased charges for priority transit if available and/or (4) the Master may discharge the cargo at a close or convenient port with all of the Carrier's obligations under this contract being considered fulfilled. The Merchant shall be liable to pay the Carrier detention at the detention rate USD 30,000 or such other sum stated on the Bill of Lading) per day per port for any time waiting exceeding 72 hours. Where option 2 is exercised, the Merchant shall in addition, pay compensation for the consequent increase in time for sailing an alternative route in accordance with the agreed detention rate plus additional bunkers plus any additional costs. Where option 3 is exercised, Merchant shall also pay compensation for increased charges for priority transit. Where option 4 is exercised the Merchant shall also pay any additional charges or costs incurred in discharging the cargo.

17. Defences and Limits of Liability for the Carrier, Servants, Agents and Managers
(a) It is hereby expressly agreed that no servant, agent or manager of the Carrier shall have any liability whatsoever to the Merchant or any other party under this contract of carriage for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default while acting in the course of or in connection with his employment.
(b) Without prejudice to the generality of the foregoing provisions in this fulfillment clause, every exemption from liability, limitation of condition and liberty herein contained and every right, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant, agent or manager of the Carrier acting as aforesaid.
(c) The Merchant undertakes that no claim shall be made against any servant, agent or manager of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof including attorney's fees.
(d) For the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this contract of carriage.
(e) The provisions of this clause shall specifically apply, but not be limited to all independent contractors, bro-kers, stevedores, port captains, commercial and technical managers, and transportation providers employed by the Carrier. (f) Any reference to a letter of credit or invoice number shall not be considered to be a declaration of value of the cargo. Unless the value of the cargo is declared by the Merchant in the appropriate box on the front of the Bill of Lading, the value of the cargo is unknown to the Carrier.

18. Storage
(a) The Carrier shall have the right to store by means of containers, trailers, transportable tanks, flats, pallets or similar articles of transport used to constitute cargo.
(b) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stored by the Carrier or received by him in a stored condition from the Merchant, on or under deck without notice to the Merchant.
(c) The Merchant is responsible for the accuracy of all information and declarations as to the size, position of the cargo in the cradle, weight and measurements of the cargo provided to the Carrier. Storage plans are based on

the accuracy of the information and declarations. A failure to provide accurate information or declarations may lead to cargo being short loaded or not loaded at all. If the Merchant is in breach of this obligation, the Carrier shall be entitled to deadfreight for the cargo not loaded at the same rate of freight as agreed.

19. Packaging
The Merchant is responsible for providing cargo that is fit, structurally strong, properly packed and internally se-cured for ocean transportation with all centres of gravity marked. If required all skids or cradles used for securing the cargo are fit and strong with the cargo properly secured within and to the cradles/skids. The cargo and/or packaging shall be equipped with suitable, sufficient and marked lifting and lashing points. All cargo shall be fully stackable, over-stowable and suitable for stowage in the hold of the vessel. The Merchant shall be responsible for ensuring that the cargo is not flat at the bottom. The Merchant is to provide cargo plans including a detailed footprint sketch prior to loading and suitable packaging to protect any lifting, lashing and securing belts, slings, ropes and chains etc. from sharp or abrasive edges of the cargo and from loads being concentrated in one point, as this may cause the lifting/securing equipment to break.
All cargo, boats, yachts and floating objects are to be drained and free of residue and / or any contamination. The Merchant shall be responsible and indemnify the Carrier for any claim, liability, damage, delay, and loss and any other consequences whatsoever without liability to Carrier. In addition, the Merchant shall pay detention in the amount as per clause 10 (d) or (e) for any delay and any other costs whatsoever related to Merchants' failure to timely provide VGM.
(i) If flexi-tanks or similar receptacles whatsoever are carried inside the containers the Merchant is responsible for declaring them and providing detailed description including the MSDS of the liquid inside the receptacle.

20. Shipper-Packed Containers, Trailers, Transportable Tanks, Flats, Pallets and Similar Articles
(a) If a container has not been packed, filled, or stowed by the Carrier the Carrier shall not be liable for loss or damage to a container and/or contents of a container whatsoever. The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and however arising. The same applies with respect of trailers, tanks, flats, pallets and other similar articles of transport used to consolidate goods.
(b) The Merchant shall be responsible to provide to the Carrier prior to loading of the cargo mandatory container weight verification in accordance with SOLAS Verified Gross Mass (VGM) requirements. Should a container arrive alongside without VGM, the Carrier has a right to obtain VGM at responsibility and expense of the Merchant or reject loading the container without any liability to Carrier. In addition, the Merchant shall pay detention in the amount as per clause 10 (d) or (e) for any delay and any other costs whatsoever related to Merchants' failure to timely provide VGM.
(c) If flexi-tanks or similar receptacles whatsoever are carried inside the containers the Merchant is responsible for declaring them and providing detailed description including the MSDS of the liquid inside the receptacle.

21. Dangerous Cargo
(a) No cargo which is or may become dangerous, inflammable or damaging (including radioactive materials, military cargo and lithium-ion batteries) whether or not so listed in any official or unofficial, national or international code, convention, listing or table, shall be tendered to the Carrier for transportation without its express consent in writing and without its packaging or covering in whatsoever form and material and the cargo itself being distinctly marked on the outside so as to indicate the nature and character of any such cargo and so as to comply with any applicable laws, regulations or requirements. If any such cargo is delivered to the Carrier without such written consent and/or marking, or if it is the sole opinion of the Carrier the cargo is or is likely to become a dangerous, inflammable or damaging nature, it may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant.
(b) Merchant warrants that the cargo is sufficiently packed fully in compliance with all laws, regulations and requirements applicable, and to withstand the risks of transport.
(c) Merchant shall be responsible for and indemnify Carrier against all claims, liabilities, losses, delay, damages or expenses, costs and fees, including attorney fees, arising in consequence of the transport of such cargo.

22. Drugs and Prohibited Substances
By tendering the cargo for loading to the Carrier and/or loading the cargo aboard the vessel the Merchant expressly warrants that the cargo is free of any prohibited, hidden substance such as but not limited to narcotics and / or drugs of whatever nature and / or contraband of whatsoever nature prohibited by any relevant laws or conventions. Merchant shall be liable and indemnify Carrier, Owners, the vessel, the Master, the vessel's managers and agents, and any other Merchant with cargo on the vessel for all losses, costs and expenses including but not limited to obligation to pay hire, loss of earnings / freight, port costs and legal costs arising out of or in any way connected with a breach by Merchant of this warranty.

23. Publicity and Recording
Merchant and their agents and servants shall not make or produce any photographs, videos or other image recordings of the vessel or her crew during voyage operations including loading and discharge, nor shall Merchant or their agents and servants publish or reproduce such photographs, videos or other images in any form including on social media without the written consent of the Carrier and explicitly following the Carrier's instructions. If Merchant wishes to make and/or publish such photographs, videos or other image recordings, they should contact marketing@fls-group.com and state the name of the vessel, the relevant dates and ports, and whether the material is intended to be used. Merchant shall be liable for liquidated damages in the amount of 30,000 USD for each violation against an obligation of this clause.

24. Fines, Fees and Sanctions
If at any time before or after the contracting for the carriage for goods by sea, any national or local government or authority imposes or may impose a fine (always including service fines), fee or sanction on the Carrier, Operator or Owner of the vessel due to the vessel's flag, origin, country of build or any other characteristic of the Carrier, Operator, Owner or vessel, the Carrier and/or Operator may at their exclusive election:
(1) if the cargo has not been loaded on board, the Carrier (or Operator) may either in its absolute discretion (i) cancel the contract of carriage without any liability, penalty or damages whatsoever, or (ii) load the cargo in which case the amount of any fines, fees or other costs incurred shall be paid on demand to the Carrier (or Operator) by all Merchants proportionally whose cargo will be loaded at that port or place on a mton/cbm basis and added as a surcharge to the freight.
(2) if the cargo has been loaded on board, the Carrier (or Operator) may in its absolute discretion either (i) discharge the cargo at any safe and convenient port or place which shall be deemed due fulfillment of the contract of carriage by the Carrier (or Operator) with the Merchants to be responsible for any additional charges or costs incurred, or (ii) discharge the cargo at the designated port or place in which case the amount of any fines, fees and other charges or costs incurred shall be paid by all Merchants proportionally whose cargo will be discharged at that port or place on a mton/cbm basis and added as a surcharge to the freight.
(3) Any amounts due under (1) or (2) above shall be paid 30 days within the receipt of invoice. Unless otherwise agreed, interest shall be 2% over prime, compounded quarterly and shall commence on the 31st day after the receipt of invoice.
(4) This clause shall specifically apply to any fines or fees proposed or imposed by the United States (or any agency or department thereof) with respect to the origin and/or build of the vessel.

SPECIAL CLAUSES
A. Detention
In addition to Clauses 10(d) and (e), detention shall also be paid by the Merchant, at the rate of USD 30,000 per day per rata (unless otherwise specified) and is payable day by day upon demand by the Carrier, for any waiting time or delay at or off the port or berth including but not limited to (1) congestion, (2) swell, tide, weather-, flooding, or dredging, (3) quarantine, (4) shifting or renomination of the berth due to Merchant's request or required by conditions at the port, (5) restrictions to conduct cargo operations or navigations including Master's requirements for safe operations, (6) impossibility to leave the berth after loading or discharge is completed or
(7) any other delay or discharge for delay whatever and any consequences thereof. The Merchant shall also be liable for any extraordinary costs including but not limited to extra costs for tugs, pilots, stevedores stand-by time while the vessel is at detention.
B. U.S. Trade, Period of Responsibility
(i) In case the Contract of carriage evidenced by this Bill of Lading is subject to the U.S. Carriage of Goods by Sea Act of the United States of America 1936 U.S.C. COGSA, then the provisions stated in said Act shall govern before loading, and after discharge and throughout the entire time the cargo is in the Carrier's custody and in which event freight shall be payable on the cargo coming into the Carrier's custody. For US Liner trades, the terms on file with the U.S. Federal Maritime Commission shall apply to such shipments.
(ii) If the U.S. COGSA applies, and unless the nature and value of the cargo has been declared by the shipper before the cargo has been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for any loss or damage to the cargo in any amount exceeding USD\$500 per package or customary freight unit. If despite the provisions of sub-clause 3(a), the Carrier is found to be liable for loss or damage to deck cargo, then all limitations and defences available under U.S. COGSA (or other applicable regime) shall apply.
(iii) For purposes of calculating the Carrier's liability under subsection (ii), the number of pieces or units listed in the box on the face of this Bill of Lading headed "Number and kind of packages; description of cargo" shall conclusively establish the number of packages. If the cargo being carried is not a package, then unless expressly stated otherwise, freight is calculated on the number of such unpackaged vehicles or other physical pieces of unpackaged cargo including articles or things of any description whatsoever except goods shipped in bulk, and each such piece of unpackaged cargo shall conclusively be deemed one customary freight unit.
(iv) Whenever the U.S. COGSA applies, whether by virtue of carriage of cargo to or from the US or otherwise, any dispute arising out of or in connection with the Contract of carriage evidenced by this Bill of Lading shall be exclusively determined by the United States District Court for the Southern District of Texas, and in accordance with the laws of the United States. Merchant further agrees to submit to the jurisdiction of the Southern District of Texas and to waive any and all objections to venue.

C. Security Clause
(i) If the vessel calls any country that requires security filing including but not limited to the United States, Canada, Brazil and the European Union member states, including any of their territories, regardless whether this country is a port of loading or discharge for the Merchant's cargo, the following provisions shall apply with respect to applicable regulations or measures: The Merchant shall provide the Carrier with all information needed for security filing no later than 48 hours prior to vessel's loading or if the decision to call the country requiring security was made by the Carrier after the vessel had sailed not later than 48 hours after the Merchant received Carrier's request to provide such information.
(ii) Unless caused by the Carrier's negligence, any delay suffered or time lost in obtaining the entry and exit permits for the cargo from the relevant authorities shall be for the Merchant's account on detention.
(iii) Any fines, penalties, fees, costs, expenses, damages (including consequential damages and attorney's fees) and losses that the Carrier may incur, even if levied against the vessel, that arise out of security measures imposed at any port shall be for the Merchant's account if not due to Carrier's negligence.

D. Supply Chain Vetting
Merchant warrants that it has fully vetted their supply chain and no part or part of the supply chain or goods is sanctioned by the US, EU, UK, UN or competent authority or government with Merchant to be fully liable for damages due to breach of warranty. Carrier not to be responsible for damages, delays or cancellations related to the aforementioned sanctions including deficiency of crew.